

**DECISION**



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

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**FILE:** B-217457 **DATE:** January 18, 1985  
**MATTER OF:** Lakeview Windows Corporation

**DIGEST:**

Where the protester alleges that the solicitation specification requiring windows with wood interior surfaces is unduly restrictive of competition, the contracting agency is required to make a prima facie case that the specification is related to its minimum needs. However, once the contracting agency has made such a case, the protester must bear the burden of affirmatively proving its case. The protester fails to carry this burden when its arguments do not clearly show that the agency's determination of its actual minimum needs has no reasonable basis.

Lakeview Windows (LW) protests any award of a contract under invitation for bids (IFB) No. F11602-84-B-0060 issued by the Department of the Air Force (Air Force) for the supply of doors and windows for military family housing. LW's basis of protest is that the IFB specifications are unduly restrictive because they fail to permit LW to bid its windows which have color impregnated vinyl interior surfaces. The IFB requires that window interior surfaces, including the sash and trim, be made of wood. LW contends that its product meets or exceeds the Air Force's needs and, thus, argues that the Air Force should be required to amend the solicitation specifications.

We deny LW's protest summarily because it is clear from the information submitted by LW that its contentions are without merit. See Air Technology, Inc., B-216956, November 13, 1984, 84-2 C.P.D. ¶ 525.


With regard to whether the specifications are unduly restrictive of competition because they preclude the bidding of windows with color impregnated vinyl interior surfaces, we have held that when a protester challenges a specification as unduly restrictive of competition, the burden is on the procuring activity to establish prima

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facie support for its contention that the restrictions it imposes are needed to meet its minimum needs. But, once the agency establishes this prima facie support, the burden is then on the protester to show that the requirements complained of are clearly unreasonable. Polymembrane Systems, Incorporated, B-213060, March 27, 1984, 84-1 C.P.D. ¶ 354.

By letter of September 6, 1984, LW filed a timely protest before bid opening against the specifications. The Air Force postponed the September 18, 1984, bid opening and by letter of September 19, 1984, acknowledged LW's protest. By letter dated December 21, 1984, the Air Force denied LW's protest. In that letter, the Air Force stated that the specification requiring that the interior window surfaces be made of wood is based on that agency's need to be able to change window finishes in the future and that, unlike LW's color impregnated vinyl interior window surfaces, wood interior window surfaces provide the ability to revert to a natural stain finish and allow for easy repainting. The Air Force determined that the flexibility to change the window finish is material because it allows for decor/color changes as part of future family housing redecorating projects.

LW's sole response to the Air Force's justification for interior wood surfaces is to point out that the IFB requires a white finish for the wood interior surfaces and that LW does not believe that the Air Force intends to eventually strip and refinish these windows in the future because it would be costly to do so. Thus, LW argues that its product with a white finish will meet the agency needs. LW's mere speculation that the Air Force may not have a certain need does not establish that the agency's determination as to that need is unreasonable. Detroit Broach and Machine--Reconsideration, B-213643.2, July 12, 1984, 84-2 C.P.D. ¶ 43. Thus, LW has not clearly shown that the Air Force's determination of its actual minimum needs has no reasonable basis. Polymembrane Systems, B-213060, supra.

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Comptroller General  
of the United States